

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
BANCROFT OWNERS INC.,	:
	:
Petitioner,	:
	:
- against -	:
	:
NEW YORK HOTEL AND MOTEL TRADES	:
COUNCIL, AFL-CIO,	:
Respondent.	:
	:
-----X	

Case 1:20-cv-04914 (AKH)

STATE OF NEW YORK)
) SS
COUNTY OF NEWYORK)

AFFIDAVIT OF HARRY VERAS

Harry Veras, hereby affirms under penalty of perjury as follows:

1. I am the Chief Financial Officer of the Hotel Association of New York City, Inc. and Hotel and Motel Trades Council, AFL-CIO Employee Benefits Funds ("Funds"), Taft-Hartley funds established by the collective bargaining agreement between the New York Hotel and Motel Trades Council, AFL-CIO ("HTC" or "Union") and the Hotel Association of New York City, Inc. ("Hotel Association" or "Employer Association"). The Funds receives contributions from over 250 employers and provides health and retirement benefits to over 90,000 workers. I make this affirmation upon my personal knowledge except where stated upon information and belief.

2. The Funds administers health, pension, training, 401(k), pre-paid legal, and similar funds established in collective bargaining agreements to which the Union and Hotel Association are parties. One such collective bargaining agreement is the Division A collective bargaining agreement ("Division A CBA"), which is made between and among the Union and Hotel Association as well as a second, smaller, multi-employer group, the Associated Hotels and Motels

of Greater New York ("Associated Hotels").

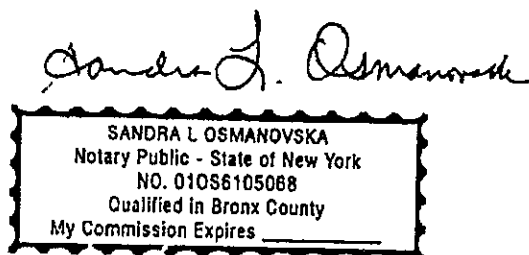
3. Bancroft Owners Inc. d/b/a Bancroft Condo d/b/a Bancroft Hotel ("Hotel") has been filing monthly remittance reports and making contributions to the Funds pursuant to the Division A CBA since at least 2013, if not years earlier. The amount of those contributions was increased when the Division A CBA was renewed and extended in 2013. The Hotel thereafter made contributions pursuant to the 2013 rates.

4. The Division A CBA agreement was modified and extended in 2015 through June 30, 2027, with the contribution rates to the Funds changed. The Hotel thereafter made contributions to the Funds pursuant to the new 2015 rates, rather than the 2013 rates.

5. The Hotel took no action with respect to the Funds that were inconsistent with being bound to the Division A CBA originally negotiated in 2013 and modified and extended in 2015. The Hotel has also never notified me that it did not consider itself bound to the Division A CBA.


HARRY VERAS

Subscribed and sworn to me before
on this 26th day of June, 2020



*Certificate filed in
New York County*